**Dr NAI'M M MOOLA**
Integrative **Psychiatrist**
**BMedSc, MBChB, FCPsych(SA), MMedPsych(UP)**
**PR: 0343285**

# TERMS AND CONDITIONS AGREED TO BY PATIENTS / PARENTS / GUARDIANS

*Please ask us, at the practice if you, the patient, do not understand any of the clauses below.*

## ABOUT THIS PRACTICE

Dr Nai'm M Moola is an integrative psychiatrist who utilizes a combination of traditional, complementary and alternative interventions in the holistic management of mental health conditions.

## PRICING/FEES AND PAYMENT

1. Fees are set according to the following principles:
   1.1. This Practice bills according to a billing policy.
   **1.2.** The terms and tariffs applicable to medical scheme patients vary from scheme to scheme, and even from option to option (plan to plan). You must obtain those details from your scheme. This practice bills a set tariff to all patients. **It is the patient's responsibility to pay for their consultation and claim from their medical aid scheme.**
   1.3. **Dr Moola's fees cover your Practice visit (i.e. the consultation)**
   1.4. Our fees exclude the costs of the hospital (e.g. ward fees), pathology (for blood tests), supplements, prescribed medication and therapists involved in your care. You have to discuss their fees with them.
   1.5. Emergencies are charged as follows: 1*25% of standard rates*
2. Please note that the cost of healthcare sometimes depends on how your body reacts to treatments and/or therapeutic interventions. The law allows us to step in to save your life, or to prevent or reduce harm to you. We will charge for the costs of this.
3. **By choosing the Practice, you acknowledge that we do not submit accounts to medical schemes. For once-off consultations and repeat interventions you must pay before the consultation on the day.**
4. If you feel that your medical scheme should have reimbursed you in full, you can lay a complaint at the Council for Medical Schemes by fax: (012) 431-0608 or at this email address: complaints@medicalschemes.com.

## ON TIME OF PERFORMANCE OF SERVICE

5. Although we will do our best to render the services at the time we set, sometimes **a previous patient may require a longer time or an emergency has to get preferences**. By agreeing to our services, you agree to this uncertainty. We will, if possible, inform you if we run late.

## COMMUNICATION WITH THE PRACTICES

6. We do accept communication by email / WhatsApp / SMS. If you need urgent assistance or advice, please go to the nearest emergency room.

## COMPLAINTS & CONCERNS

7. The practice aims to ensure that all complaints and concerns are addressed appropriately and expeditiously. When something is a concern or problematic, use the practice's complaints policy and form (available from Khuli. The practice urges all persons to use this avenue before taking any action at any external entity.

## CONFIDENTIALITY

8. This document constitutes a contractual agreement by the practice to protect all personal information.
9. We will use your information only in relation to your healthcare. In general, we keep all your information confidential, also when you are a child over the age of 12. **We can only release information with your written consent**, even if a family member requests the information. Please use our standard consent to disclosure form to authorize this.
10. The law compels us to disclose your personal information and by agreeing to our services, you acknowledge this legal duty that we have to disclose:
    10.1. To your medical scheme: a diagnostic code and details of the treatment and/or operation, so that the scheme can evaluate whether it falls within your benefits.
    10.2. Information that is necessary and in your best interest will be shared with other healthcare professionals in terms of the National Health Act.
11. We keep and may use and/or sell anonymized information (i.e. without your name, identity number or address) to companies who collect this data to track trends in healthcare services.
12. Some medical schemes provide all information on all the dependents on a scheme to the principal (main) member. We are not liable for any personal information disclosed as a result of the scheme's practices.

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**PURPOSE AND NATURE OF HEALTHCARE**

13. **You confirm that you understand that in healthcare results cannot be guaranteed**. Results also depend on how one's body reacts to the treatment.
14. **You confirm that you understand that your own behaviour or that of your child may affect the outcome of the healthcare received.** You agree to follow the instructions provided to you. If you do not do this, you undertake to not hold the Practice and its staff liable for any negative consequence. _____(*initial)*

**CHILDREN AND HEALTHCARE**

15. **You confirm that you understand that, as a parent or legal guardian, you are legally liable to cover the cost of your child's healthcare**, even if the Children's Act allows the child to provide consent to treatment without parental consent (i.e. children 12 – 18 years who understand the implications of the care/treatment).

**MENTAL HEALTHCARE ACT**

16. You may have been brought into contact with this practice due to the processes described in the Mental Healthcare Act, which prescribed those processes, and we are bound by it. If you have any questions as to how this Act works, please ask us.

**EQUIPMENT, DEVICES AND MEDICINES ("GOODS") WE USE**

17. We will obtain your consent for substitutions. If you are offered a substitution at a pharmacy level, ask the pharmacist for information. The law only allows for generic substitution and not therapeutic substitution.
18. Pharmacy- and health legislation prevents us from taking back and refund any medicines, unless there is a proven quality or performance fault with the goods and the supplier will deal with the matter.

**PATIENT / CLIENT / CONSUMER DUTIES (NATIONAL HEALTH ACT, 2003)**

19. **You must adhere to the rules of the Practice and any instructions given to you by staff or healthcare professionals.**
20. **You have the right to ask questions and to have them answered. If you do not ask any questions, we will assume that you have understood everything and are fine with everything.**
21. You and/or your family or other persons that come to the Practice should not harass the healthcare professionals and staff. They must be treated with respect. If not, we are allowed by law to refuse to treat- or to continue to treat you or your children. In such cases we will refer you to another Practice.

**NEW APPOINTMENTS**

22. **New/First appointments require a deposit of 50% of the consultation charge to secure the appointment.**

**CANCELATION OF APPOINTMENTS**

23. **Appointments must be cancelled or rescheduled 48 hours (2 working days) prior to the appointment in review, failure to do so will render you liable for the full cost of the appointment.**

_____
Name of patient

_____ _____ _____
Signature of patient / parent / guardian Date Signature: Witness
confirming that s/he understood and agrees to the above terms and conditions